

STATE OF NEW HAMPSHIRE OFFICE OF THE GOVERNOR

September 18, 2020

Taylor Caswell Director Governor's Office of Emergency Relief and Recovery 100 North Main Street, Suite 100 Concord, N.H. 03301

Dear Director Caswell,

Pursuant to my authority under RSA 21-P:43; RSA 4:45; RSA 4:47; and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16 and 2020-17 I have approved your written request, in attachment, to take the following actions related to the CARES Act Coronavirus Relief Funds:

- 1. Authority to make payments required to New Hampshire's Invest in the Future Fund Governor's Youth Council Program, from Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, in an amount not to exceed \$1,960,000 to provide emergency financial relief to provide youth services. Budgeted consistent with the information in the request in attachment, effective through December 30, 2020. (100% Federal Funds)
- 2. Authorize GOFERR to enter into and approve the attached agreement with Boys & Girls Club of Central NH (BGCCNH), 55 Bradley Street, Concord, NH 03301, Vendor# 332994, in an amount not to exceed \$40,000 to administer grant application process, provide recommendations and reporting for additional youth services as recommended by the Governor's Youth Council., effective through December 30, 2020. (100% Federal Funds)

The Department of Administrative Services is authorized to take the actions necessary to effectuate this authorization.

Sincerely,

Christopher T. Sununu

Governor

CC: Charles Arlinghaus, Commissioner, Department of Administrative Services

STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

----- for -----EMERGENCY RELIEF AND RECOVERY

September 17, 2020

His Excellency, Governor Christopher T. Sununu State House Concord, NH 03301

REQUESTED ACTION UNDER RSA 21-P:43, RSA 4:45, RSA 4:47, AND EXECUTIVE ORDER 2020-04, AS EXTENDED BY EXECUTIVE ORDER 2020-05, 2020-08, 2020-09, 2010-10, 2020-14, 2020-15, 2020-16 AND 2020-17

Dear Governor Sununu,

1. The Governor's Office for Emergency Relief and Recovery (GOFERR) requests authority to make payments required to New Hampshire's Invest in the Future Fund - Governor's Youth Council Program, from Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, in an amount not to exceed \$1,960,000 to provide emergency financial relief to provide youth services, effective upon your approval through December 30, 2020. 100% Federal Funds.

Funds for this transfer are available in 01-02-002-020210-19110000 - Governor's Office for Emergency Relief & Recovery, Office of the Director, as follows:

072-500575 - Grants Federal Funds

<u>FY 2021</u> \$1,960,000

Contingent on approval for Requested Action #1, authorize GOFERR to enter into and approve
the attached agreement with Boys & Girls Club of Central NH (BGCCNH), 55 Bradley Street,
Concord, NH 03301, Vendor# 332994, in an amount not to exceed \$40,000 to administer grant
application process, provide recommendations and reporting for additional youth services as
recommended by the Governor's Youth Council.

Funds for this transfer are available in 01-02-002-020210-19110000 - Governor's Office for Emergency Relief & Recovery, Office of the Director, as follows:

FY 2021 40,000

103-502664 - Contracts for Operational Services

EXPLANATION

The Governor has authorized the allocation and expenditure of \$2,000,000 of CARES Act fund for the New Hampshire Invest in the Future Fund – Governor's Youth Council Program – Benefitting Youth

Across NH Program that provide youth services, including peer to peer mental health and substance use supports, educational assistance and leadership programming, and other social and athletic opportunities. This program is designed to primarily benefit middle and high school aged youth, with a focus on addressing mental health and wellbeing, substance misuse treatment and prevention and education and leadership.

The BGCCNH will solicit information from the nine recommended organizations from the Governor's Youth Council to include: The Serenity Center, Youth Leadership through Adventure Program, Makin' It Happen, Boys and Girls Club of the North Country, North Country Police Athletic League, Up Conference, Community Alliance for Teen Safety, SoRock Coalition for Health Youth, A Program of SERESC, NAMI, NH to determine initiate and expand programing during this calendar year in response to the impact of COVID-19. They will evaluate responses submitted by the recommended organizations, submit information received and make recommendations for funding to GOFERR.

The estimated timeline for first rounds of recommendations will be made to GOFERR by October 2, 2020 with final recommendations to be made to GOFERR no later than November 1, 2020.

A provision for \$40,000, which represents 2% of the allocation in administrative costs, will be set aside to pay administrative costs to BGCCNH associated with this program is included in the \$2,000,000. The administrative fee will be paid as follows:

- \$15,000 after the contract is approved and executed
- \$15,000 after all recommendations are complete
- \$10,000 after all work under the contract is complete

All CARES Act funds must be spent by the recipients by December 30, 2020.

Respectfully Submitted,

Joseph A. Doiron
Deputy Director, GOFERR

Notice: This agreement and all of its attachments shall become public upon submission to the Governor for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.	1. IDENTIFICATION.				
1.1 State Agency Name	.1 State Agency Name		1.2 State Agency Address		
Governor's Office for Emergency Relief and Recovery (GOFERR)		1 Eagle Square, Concord NH 03301			
1.3 Contractor Name		1.4 Contractor Address			
Boys & Girls Clubs of Central NH		55 Bradley Street Concord New Hampshire 03301			
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
		December 30, 2020	\$40,000		
6035680923					
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number			
Wendy Gilman	Wendy Gilman		603-271-7941		
1.11 Contractor Signature			1.12 Name and Title of Contractor Signatory		
ALD		Christopher Emond, CEO			
Date: 9.10.2020					
1.13 State Agency Signature	Date: 9/14/20	1.14 Name and Title of State Agency Signatory To seph A. Doiron, Deputy Director, Gerald Little, Director, Governor's Office for Emergency Relief			
	- 1/1/40	and Recovery	·		
1.15 Approval by the N.H. Dep	partment of Administration, Division	on ot Personnel (if applicable)			
Ву:	By: Director, On:				
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)					
Ву:	By: On:				
1.17 Approval by the Governor and Executive Council (if applicable)					
G&C Item number:		G&C Meeting Date:			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account Identified in block 1.6 In the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable Intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

of this Agreement.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 fallure to submit any report required hereunder; and/or8.1.3 failure to perform any other covenant, term or condition
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early

termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to blind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission

of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers'

Compensation laws in connection with the performance of the Services under this Agreement.

- 16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
- 19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- **20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Service Provider Agreement Governor's Youth Advisory Council – Benefiting Youth Across NH Program as Administered by Boys & Girls Club of Central NH

Exhibit A

The following is added to Section 3:

"3.3 Notwithstanding any provision herein, this contract is being entered into under the Governor's emergency powers in RSA 4: 44-47; RSA 21-P and Executive Order 2020-04, as extended by 2020-05, 2020-08 and 2020-09, 2010-10, 2020-14, 2020-15, AND 2020-16, and is effective upon approval by the Governor.

The following is added as Section 9.3:

"9.3 This Agreement will terminate the sooner of (a) when the grants of all of the funds allocated by the State of New Hampshire to the Governor's Youth Advisory Council – Benefiting Youth Across NH Program have been completed, or (b) December 30, 2020, unless extended by an instrument in writing signed by the State and the Contractor."

Exhibit B

The Boys and Girls Club of Central NH (BGCCNH) will provide administrative services for the Governor's Youth Advisory Council – Benefiting Youth Across NH Program established by the Governor's Office for Emergency Relief and funded through the Coronavirus Relief Fund.

It is understood that GOFERR will make available \$2 million for the program. The \$40,000 Administrative fee for the BGCCNH is included in the total \$2 million allocated to the program.

Services to Be Provided

A. Administer Grant program for Entitles Recommended in the Youth Council Report -

- 1. The BGCCNH will solicit information from the recommended organizations, identified in paragraph 2 below, to determine whether each organization is able to initiate or expand programming during this calendar year in response to the impact of COVID-19. Each recommended organization that submits information in response to the solicitation shall include an outline of the proposed program, a budget, and number of youths to be served. In addition, the organizations should identify any CARES Act funding already received. All programming provided under the grant must be completed before December 30, 2020.
- 2. The organizations recommended by the Council are:

The Serenity Center
Youth Leadership through Adventure Program
Makin' it Happen
Boys and Girls Club of the North Country
North Country Police Athletic League
Up Conference
Community Alliance for Teen Safety
SoRock Coalition for Healthy Youth, A Program of SERESC
NAMI NH

3. The BGCCNH will evaluate the responses submitted by the recommended organizations and submit the information received and its recommendations for funding levels to GOFERR.

B. Develop and Administer Grant Application Process for Additional Youth Services Programs as Recommended by the Youth Council

- 1. The BGCCNH shall develop evaluation criteria for the selection of additional similar programs for award, including but not limited to:
 - Funding the expansion of student assistance programs in schools.
 - Supporting coalitions that work with students and educators in bridging back to school in the fall.
 - Expanding Peer-to-Peer Training and Support
 - Should funds remain, fund After-School Extracurricular Programs
- 2. The BGCCNH shall design a transparent and accessible grant application and process based on the criteria and priorities.
- 3. The BGCCNH shall broadly communicate the purposes and criteria of the program on a statewide basis.
- 4. The BGCCNH shall provide technical assistance to organizations including to understand and access the program, answer questions, help determine eligibility, and assist with applications.
- 5. The BGCCNH shall ensure that grant applicants know in advance the state's compliance and reporting requirements, and provide guidance to applicants on these requirements set forth in the agreement between the State and grantees (to be provided by the State).
- 6. The BGCCNH shall accept and review applications consistent with the established criteria and priorities, including financial review.
- 7. The BGCCNH shall make recommendations to GOFERR and the Governor on which applications should be funded and which should not be funded based on the purposes, criteria, and application process of the Program and communicate the recommendations to GOFERR with the name, address, principal contact, amount, and brief description of each.
- 8. The BGCCNH shall provide notice to the applicants if they are determined to be ineligible and responded to inquiries.
- 9. The BGCCNH shall provide notice to the applicants that are approved of the approval and award amount.
- 10. The BGCCNH shall undertake other activities as needed to fully and fairly administer the program.

The BGCCNH understands that the State shall make the final decision with regard to the approval of each grant, including whether to make an award to the identified organization and the amount of the award. The State will use best efforts to make grant payments to the approved organizations within 7 to 10 days of receipt by GOFERR of any grant award documents executed by the successful recipients.

Reporting

The BGCCNH shall work with GOFERR staff to support a comprehensive reporting platform and dashboard on GOFERR website for all award decisions approved by the State. The report must include the name and address of the organization, communities served, the amount the grant, and any other information requested by GOFERR.

Record Retention

Between the Effective Date and the date five (5) years after the Completion Date the BGCCNH shall keep detailed records of all services performed in connection with the Contract including all applications for assistance, supporting documents for recommendations and notices of awards. At any time during the BGCCNH's normal business hours, and as often as GOFERR, the U.S. Department of Treasury or OMB shall demand, the BGCCNH shall make available to GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Contract. The BGCCNH shall permit GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Contract.

Estimated Timeline

This is an estimate for the majority of the grant distribution. The starting point is the final approval of the contract. For some grants and organizations, it may be in the interest of the program to distribute on a longer horizon, which in no event can extend beyond December 30, 2020.

September 16, 2020	BGCCNH to contact the nine organizations identified by the
--------------------	--

Governor's Youth Council.

September 25, 2020 Completed applications due back from interested organizations

identified by the Governor's Youth Council.

October 2, 2020 First round of recommendations will be made to GOFERR,

thereafter recommendations will be made weekly until all funds

are awarded.

Ongoing Based on fund availability, additional organizations will be

contacted by the BGCCNH to apply. Application screening from additional organizations will begin upon receipt of a completed

application

November 1, 2020 Final recommendations will be made to GOFERR as soon as

possible, but no later than November 1, 2020.

Exhibit C

The State will pay the Contractor \$40,000 for the services described in Exhibit B. See also section 9.5. The fee for these administrative services is 2% of the total of \$2 million allocated to the program.

The State will pay the fee on the following schedule:

\$15,000 after the contract is approved and executed; \$15,000 after all recommendations are complete \$10,000 after all work under the contract is completed.